

Termination of Lease

Possible for Activated Reservists, New Service Members, Current Active Duty Deploying or on PCS Orders.

A lease for property may be terminated by a servicemember if one of the following conditions is met:

The lease was entered into by the member before he or she started active duty; or

The lease was entered into by the reserve or guard member before he or she was recalled to active duty for 180 days or more; or

The servicemember occupying the premises under lease receives military orders for permanent change of station; or

The servicemember occupying the premises under lease receives military orders for deployment for 90 days or more.

To terminate the lease, the member must deliver written notice to the landlord at any time after call to active duty or receipt of orders. Oral notice is not sufficient.

For month-to-month rentals, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on August 1st, then the next rental payment is due and payable on September 1st. The effective date of termination would be October 1st (30 days).

For all other leases, termination becomes effective on the last day of the month following the month in which proper notice is delivered. For example, if the lease requires a yearly rental and proper notice of termination is given on July 20th, the effective date of termination would be August 31st.

The servicemember is required to pay rent for only those months before the lease is terminated. If rent has been paid in advance, the landlord must prorate and refund the unearned portion. If a security deposit was required, it must be returned to the servicemember within 30 days of the date of termination of the lease.

If you are unsure of whether you qualify for the SCRA lease termination, call the Base Legal Office at 781-377-2361 to get information about seeing an attorney. If you are confident that you do qualify for lease termination, see the Sample letter to your landlord requesting lease termination.

Sample Letter Please Fill in as Appropriate

Date

NAME OF CREDITOR
ADDRESS
CITY, STATE, ZIP

RE: LEASE DATED _____ FOR PREMISES AT _____

Dear Sir or Madam:

This is my notice to quit the leased premises on _____ (date). This notice is made pursuant to 50 U.S.C. § 535 of the Servicemembers' Civil Relief Act (the "SCRA") as legislated by Congress and signed into law in December 2003.

Per the enclosure, I /am required to deploy in support of Operation _____ in excess of ninety (90) days/have orders for a Permanent Change of Station to _____/have entered into Military Service. The SCRA requires that the subject lease be terminated no later than 30 days from the date of the next rental due date. The next rental due date on this lease is _____ (date). Therefore, according to the SCRA this lease shall terminate on _____ (date).

All security deposits or prorated future rents paid must be returned to me within thirty (30) days of the termination date of the lease. You may forward this refund to _____ at _____ (address).

Should you have any questions, you may contact me at _____. (May add contact info for dependent or agent holding tenant's power of attorney).

Thank you for your understanding and support in this matter.

Sincerely,

John Doe
SrA, USAF

****ENCLOSE A COPY OF YOUR ORDERS THAT (1) ACTIVATED YOU AS A RESERVIST OR 920 BROUGHT YOU FROM CIVILIAN LIFE TO BOOT CAMP OR (3) PERMANENTLY CHANGED YOUR CURRENT DUTY STATION OR (4) ORDERS YOUR DEPLOYMENT FOT 90 DAYS OR MORE**